

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

MILDRED W. FINCH, <i>et al.</i>,)	CASE NO. 1:02 CV 132
)	
Plaintiffs,)	
)	
vs.)	JUDGE SANDRA S. BECKWITH
)	
GEORGE FIORINI, DBA FIORINI AGENCY, <i>et al.</i>,)	
)	
Defendants.)	DECLARATION OF RICHARD J. OPARIL

Richard J. Oparil deposes and says:

1. I am counsel for proposed intervenor, Sanitec Industries, Inc. (“SII”), and a member of the District of Columbia and New York Bars. I make this declaration in connection with SII’s response to this Court’s show cause order to oppose the motion of plaintiffs, Mildred W. Finch, *et al.* (collectively “Finch”), for leave to file a third amended complaint (Docket No. 105). I make this declaration based on my personal knowledge.

2. SII is a California corporation incorporated on February 19, 2003 with offices in Sun Valley, California and Washington, DC.

3. SII has no ownership interest in defendants Sanitec Group, Inc. (“Group”), Sanitec, Ltd., or Guardian Investments LLC (“Guardian”). The individual defendants Stephen Ventre (“Ventre”), Terrance Lee Quatkemeyer a/k/a Terry Quinn (“Quatkemeyer”), and George Fiorini (“Fiorini”), have no ownership interest in or other connection to SII.

4. In early 2004, SII entered into an agreement with, *inter alia*, Group, Guardian, Ventre, and Guardian investors (referred to as "the Settlement Agreement"), a copy of which was filed with this Court on February 25, 2004. (Docket No. 102). The Settlement Agreement did not consist of just the patent assignment Finch attaches to the proposed third amended complaint.

5. Pursuant to the Settlement Agreement, SII has made payments to a trust, established for the benefit of Guardian's investors that agree to the settlement, in the amount to date of \$39,125, consisting of \$5,000 for initial administrative expenses, \$28,125 for the guaranteed annual payment amount, and \$6,000 for an escrow fund. SII will continue to make monthly payments as well as further payments upon sale of its patented medical waste disposal units up to certain limits set forth in the Settlement Agreement.

6. I recently learned from one of the counsel to settling Guardian investors that, pursuant to the Settlement Agreement, material had been sent to other investors, inviting them to join in the settlement pool. On September 7, 2004, I sent a letter to Finch's counsel, Mr. Singer, making clear that his clients were invited to join the settlement pool.

I swear under penalty of perjury that the foregoing is true and correct to the best of my knowledge information and belief.

Dated: September 9, 2004



Richard J. Oparil